RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY OF HIALEAH, TO EXECUTE A LEASE-PURCHASE AGREEMENT WITH JPMORGAN CHASE BANK, N.A., TO **FINANCE** THE **PURCHASE** OF **AND RELATED DEFRIBRILLATORS** MEDICAL **EOUIPMENT** FROM ZOLL CORPORATION, AS APPROVED BY COUNCIL AT ITS MEETING OF MAY 27, 2014 (ITEM E.), A COPY OF THE MASTER LEASE-PURCHASE AGREEMENT, ADDENDUM AND ANCILLARY DOCUMENTS ARE ATTACHED HERETO AS "EXHIBIT 1"; AND TO EXECUTE ANY OTHER CONTRACTS, **AGREEMENTS** OR DOCUMENTS NECESSARY TO GIVE EFFECT TO THE INTENT OF THE PARTIES AS SET **PURCHASE** FORTH IN THE LEASE AGREEMENT.

WHEREAS, purchase of defibrillators and ancillary equipment serves a great public purpose by enhancing the emergency medical services available to the community; and

WHEREAS, the lease agreement negotiated with JPMorgan Chase Bank, N.A. allows the City to acquire the equipment, under favorable financing terms.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City of Hialeah, to execute a lease-purchase agreement with JPMorgan Chase Bank, N.A. to finance the acquisition of defibrillators and related medical equipment from Zoll Medical Corporation, as approved by Council at its meeting

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| | ties as set forth in the lease-purchase agreement. |
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| THOSE MATERIAL MATERIAL | Isis Garcia-Martines Council President |
| Attest: Appr | roved on this 11 day of June, 2014. |
| Marbelys Farjo, City Glerk | Mayor Carlos Hernandez |
| Approved as to form and legal sufficiency: Lorena L. Bravo, Acting City Attorney | Resolution was adopted by a unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes". |
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MASTER LEASE-PURCHASE AGREEMENT

Dated As of: JUNE 6, 2014

Lessee:

CITY OF HIALEAH

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between JPMORGAN CHASE BANK, N.A. ("Lessor") and the lessee identified above ("Lessee").

- 1. LEASE OF EQUIPMENT. Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.
- 2. CERTAIN DEFINITIONS. All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means any one Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.
- 3. LEASE TERM. The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof or on the date specified in the Schedule for such Lease and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. RENT PAYMENTS.

- 4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Payment Schedule attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Payment Schedule. Lessee acknowledges that its obligation to pay Rent Payments including interest therein accrues as of the Accrual Date stated in the Schedule or its Payment Schedule; provided, that no Rent Payment is due until Lessee accepts the Equipment under the Lease or the parties execute an escrow agreement. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).
- 4.2 If Lossor receives any payment from Lessee later than ten (10) days from the due date; Lessee shall pay Lessor ondemand as a late charge five per cent (5%) of such overdue amount, limited; however, to the maximum amount allowed by law.....
- 4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

- 5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee Lessee shall pay all costs related thereto.
- 5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Payment Schedule; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory; in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease; (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

- 6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule if funds are appropriated for the Rent Payments in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated therefor. Lessee directs the person in charge of its budget requests to include the Rent Payments payable during each fiscal year in the budget request presented to Lessee's governing body for such fiscal year; provided, that Lessee's governing body retains authority to approve or reject any such budget request. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally appropriated therefor. Lessor agrees that no Lease will be a general obligation of Lessee and no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.
- 6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not legally appropriated for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds have been appropriated, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.
- 7. LIMITATION ON WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE EQUIPMENT OR AS TO THE VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY OF ANY OF THE EQUIPMENT. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

- 8.1 Upon Lessee's acceptance of any Equipment under a Lesse, title to the Equipment shall vest in Lessee, subject to Lesser's security interest therein and all of Lessor's other rights under such Lesse including, without limitation, Sections 6, 20 and 21 hereof-
- 8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to

Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, UCC financing statements and any amendments thereto.

- 8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.
- 9. PERSONAL PROPERTY. All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.
- 10. MAINTENANCE AND OPERATION. Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.
- 11. LOCATION; INSPECTION. Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

- 12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.
- 12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, lease, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

- 13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.
- 13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.
- 13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens), in which event such replacement equipment shall automatically be Equipment under the applicable Lease, and deliver to Lessor true and complete copies of the invoice or bill of sale covering the replacement equipment; or (b) on earlier of 60 days after the Casualty Loss or the next scheduled Rent Payment date (the "Loss Payment Due Date"), pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payments due on or accrued through such date plus (ii) an amount equal to the Termination Value as of the Rent Payment date (or if the Casualty Loss payment is due between Rent Payment dates, then as of the Rent Payment date that the Casualty Loss payment is due) set forth in the Payment Schedule to the applicable Lease. In addition to the amounts required by (i) and (ii) in the preceding sentence, a Break Funding Charge (as defined below) shall be due and payable if (x) exceeds (y) where (x) equals the interest portion of each of the Rent Payments which would have been paid if such Casualty Loss had not occurred calculated at the interest rate swap including any

forward rate swap, if any, which Lessor shall be deemed to have entered into on the earlier of (a) the date the Lease-was-originally funded of (b) the date a rate lock letter was signed, if any, and (y) equals the interest portion of each of the Rent Payments which would have been paid if such Casualty Loss had not occurred calculated at the interest rate swap which Lessor shall be deemed to have entered into on the date of payment of the amounts required under subsection (b) above (the "Replacement Swap"). The "Break Funding Charge" equals the present value of the difference between (x) and (y) for each interest period discounted to a not present value as of the date of payment of the amounts required under subsection (b) above using the fixed interest rate of the Replacement Swap. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro-rate amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment and a revised Payment Schedule. Lessee acknowledges that (i) Lessor might not fund or hedge-its fixed rate loan portfolio or any prepayment thereof on a loan by loan basis at all times, and agrees that the Break Funding Charge is a reasonable and appropriate, method of calculating liquidated damages for any prepayment irrespective of whether any of the foregoing hedging transactions have in fact occurred precisely as stated with respect to the Lessor of the Break Funding Charge or of any element thereof, if made in accordance with its then standard procedures for se calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend Lessor against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1. (a) Lesses at its sole expense shall at all times keep all Equipment insured against all Casualty Losses for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as lender loss payee. (b) Lessee at its sole expense shall at all times carry public liability and third party property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessoc.

14.2 All-insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lesson at least 30 days prior written notice of any eancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

- 15. NO PREPAYMENT. Lessee shall not be permitted to prepay the Rent Payments or any other obligation under a Lease in whole or in part.
- 16. LESSEE'S REPRESENTATIONS AND WARRANTIES. With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders; (d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected; (e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and (f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. TAX COVENANTS.

17.1 Lessee hereby covenants and agrees that: (a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably

requested by Lessor; (b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and (c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

17.2 Upon the occurrence of an Event of Taxability, the interest portion of any Rent Payment shall be at the Taxable Rate retroactive to the date of occurrence of the Event of Taxability, and Lessee shall pay such additional amount as will result in Lessor receiving the interest portion of the Taxable Rate identified in the Payment Schedule. For purposes of this section, "Event of Taxability" means a determination that the interest portion of Rent Payments is included for federal income tax purposes in the gross income of the Lessor due to Lessee's action or failure to take action, including breach of covenants set forth in section 17.1 hereof. An Event of Taxability shall occur upon the earliest of: (1) the happening of any event which may cause such Event of Taxability, or (2) Lessor's payment to the applicable taxing authority of the tax increase resulting from such Event of Taxability, or (3) the adjustment of Lessor's tax return to reflect such Event of Taxability, or (4) the date as of which the interest portion of the Rent Payments is determined by the Internal revenue Service to be includable in the gross income of the Lessor for federal income tax purposes.

18. ASSIGNMENT.

- 18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.
- 18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lienholder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS; COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee, provided, that such notice from Lessor to Lessee of any assignment shall not be so required if Lessor assigns a Lease to JPMORGAN CHASE & CO. or any of its direct or indirect subsidiaries. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code and for such purpose, Lessee hereby appoints Lessor (or Lessor's designee) as the book entry and registration agent to keep a complete and accurate record of any and all assignments of any Lease. Lessee agrees to acknowledge in writing any such assignments if so requested.
- 18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Lease or any Equipment covered by any Non-Assigned Lease; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to a single Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.
- 18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- 19. EVENTS OF DEFAULT. For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

- 20. REMEDIES. If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:
- (a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the Event of Default occurs together with interest on such amounts at the rate of twelve percent (12%) per annum (but not to exceed the highest rate permitted by applicable law) from the date of Lessor's demand for such payment;
- (b) Lessor may require Lessee to promptly return all Equipment under all or any of the Leases to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess any Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;
- (c) Lessor may sell, lease or otherwise dispose of any Equipment under all or any of the Leases, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that if the net proceeds of the disposition of all the Equipment exceeds the applicable Termination Value of all the Schedules plus the amounts payable by Lessee under clause (a) above of this Section and under clause (f) below of this Section, then such excess amount shall be remitted by Lessor to Lessee;
 - (d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;
- (e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or
- (f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without-limitation, any atterney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

- 21. RETURN OF EQUIPMENT. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.
- 22. LAW GOVERNING. Each Lease shall be governed by the laws of the state where Lessee is located (the "State").
- 23. NOTICES. Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein (if to Lessor 1111 Polaris Parkway, Suite 3A OH1-1085, Columbus, Ohio 43240-2050, to the attention of the GNPH Operations Manager). Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, and (d) only if to Lessee, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

- 24. FINANCIAL INFORMATION. Lessee agrees to furnish to Lessor annual audited financial statements of Lessee within 180 days of the end of each fiscal year of Lessee. Additionally, Lessee agrees to provide additional information as reasonably requested by Lessor.
- 25. SECTION HEADINGS. All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.
- 26. EXECUTION IN COUNTERPARTS. Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. If more than one counterpart of each Schedule is executed by Lessee and Lessor, then only one may be marked "Lessor's Original" by Lessor. A security interest in any Schedule may be created through transfer and possession only of: the sole original of said Schedule if there is only one original; or the counterpart marked "Lessor's Original" if there are multiple counterparts of said Schedule.
- 27. ENTIRE AGREEMENT; WRITTEN AMENDMENTS. Each Lease, together with the exhibits, schedules and addenda attached thereto and made a part hereof and other attachments thereto constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.
- 28. WAIVER OF IMMUNITY Lessee hereby expressly and irrevocably waives any immunity (including severeign, crown or imitar immunity) and any defenses based thereon from any suit, action or proceeding or from any legal process (whether through ervice of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) in any forum with respect to this Master Lease, any Lease and the transactions contemplated hereby and thereby. Lessor shall have and be entitled to all available legal and equitable remedies, including the right to specific performance; money damages, and appreciate and declaratory relief.

JURY WAIVER: ALL PARTIES TO THIS MASTER LEASE WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS MASTER LEASE AND ANY LEASE.

| CITY OF HIALEAH (Lessee) | JPMORGAN CHASE BANK, N.A. (Lessor) |
|--------------------------|------------------------------------|
| Ву: | Ву: |
| Title: | Title: Authorized Officer |



MASTER LEASE-PURCHASE ADDENDUM

(For Local Government Lessee in Florida)

Dated: JUNE 6, 2014

Master Lease-Purchase Agreement Date: JUNE 6, 2014

Lessee: CITY OF HIALEAH

Reference is made to the above Master Lease-Purchase Agreement ("Master Lease") by and between JPMORGAN CHASE BANK, N.A. ("Lessor") and the above lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Master Lease and is hereby made a part of the Master Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of Leases, Lessor and Lessee hereby agree to amend the Master Lease as follows:

1. The entire Section 3 of the Master Lease is amended and restated as follows:

3. TERM.

- (a) The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease. Each Lease Term shall consist of an Original Term and, if renewed as stated below, such number of Renewal Terms as shall extend the Lease Term of a Lease to the date that the last Rent Payment stated in the Payment Schedule to such Lease is due and payable.
- (b) The Original Term of each Lease will commence on the first date any of the Equipment is accepted by Lessee pursuant to Section 5 hereof and shall extend to the last day of the fiscal year of Lessee in which such commencement date occurs. Lessee has the option to renew the Lease Term of each Lease and each Renewal Term of a Lease shall be twelve months, shall correspond to Lessee's fiscal year and shall commence on the first day following the last day of the Original Term or the preceding Renewal Term, as the case may be; provided, that the last scheduled Renewal Term of a Lease shall be such lesser number of months as may be necessary to extend the Lease Term of the Lease to the date that the last Rent Payment stated in the Payment Schedule is due and payable.
- (c) The Original Term of each Lease shall terminate on the last day of the fiscal year of Lessee that corresponds to the Original Term and each Renewal Term shall terminate on the last day of the fiscal year of Lessee that corresponds to said Renewal Term; provided, that the Original Term and each Renewal Term of each Lease may be renewed for the succeeding Renewal Term, but only if a Renewal Act is taken by Lessee. "Renewal Act" means the affirmative act of Lessee whereby Lessee gives notice of its intent to renew the affected Lease for the applicable Renewal Term; provided, that, if permitted by applicable State law, the act of the governing body of Lessee whereby funds are appropriated to pay Rent Payments for a Lease that are due and payable in such succeeding Renewal Term shall be deemed such an affirmative act of Lessee.
- 2. The entire Section 6 of the Master Lease is amended and restated as follows:

6. TERMINATION FOR NON-RENEWAL.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Original Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available for all Rent Payments. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available for such purpose. Lessor agrees that no Lease will be a

general obligation of Lessee and that no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

- 6.2 If Lessee fails to renew a Lease Term of a Lease as provided above, then a "Non-Renewal Event" shall be deemed to have occurred. If a Non-renewal Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Renewal Event; "(b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof, provided, that if Lessee fails to so return the Equipment, then Lessee shall pay to Lessor the full amount under Section 15 hereof as if Lessee had elected to exercise its purchase option for Equipment; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise legally available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.
- 3. The entire Section 8 of the Master Lease is amended and restated as follows:
 - 8. TITLE; UCC FILINGS.
 - 8.1 Upon Lessee's acceptance of any Equipment under a Lesse, title to the Equipment shall vest in Lessee, subject to Lessor's rights under such Lesse including, without limitation, Sections 6, 20 and 21 hereof.
 - 8.2 Lessor shall not have a security interest in any of the Equipment under the Uniform Commercial Code of the State of Florida, but, in order to give notice to others of Lessor's rights under Sections 6, 20 and 21 hereof, Lesser agrees to execute and deliver to Lessor UCC financing statements relating to the Equipment and any amendments thereto.
- 4. The entire Section 20 of the Master Lease is amended and restated as follows:
 - 20. REMEDIES. If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:
 - (a) Lessor may require Lessee to pay, and Lessee agrees that it shall pay, (1) all amounts then currently due under all Leases, (2) all remaining Rent Payments due under all Leases during the fiscal year in effect when the Event of Default occurs, and (3) interest on the foregoing amounts at the highest lawful rate from the date of Lessor's demand for such payment;
 - (b) upon Lessor's request, Lessee will promptly return all Equipment to Lessor in the manner set forth in Section 21, provided, that if Lessee fails to so return any Equipment, Lessor 's exclusive remedy for such failure is a right to commence an equitable proceeding for a writ of mandamus or other equitable right for specific performance of Lessee's agreement to so return the Equipment to Lessor and Lessor acknowledges that such remedy is subject to all applicable equitable defenses of Lessee;
 - (c) if Lessee returns any Equipment to Lessor under clause (b) above, then Lessor agrees to use commercially reasonable efforts under then current circumstances to sell, lease or otherwise dispose of such Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any such Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee up to, but not exceeding, all amounts then currently due under all Leases, plus the Termination Value due under all Leases when the Event of Default occurs plus the expenses set forth in clause (e) of this Section 20:
 - (d) subject to the provisions of the Leases that restrict Lessor's right at law to repossess or foreclose on the Equipment, Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or Lessor may enforce any of Lessee's obligations under any Lease by appropriate court action at law or in equity; and/or
 - (e) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this Section 20, including, without limitation; any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy legally available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

- 5. Nothing in the Master Lease or any Schedule shall be interpreted or construed as granting Lessor a security interest in or other lien or encumbrance on any Equipment. Notwithstanding anything to the contrary in the Master Lease or any Schedule, Lessor waives and releases any right that it may have at law (including, without limitation, under Article 9 of the Uniform Commercial Code) to repossess or foreclose on any Equipment.
- 6. Lessor acknowledges that (a) Lessee expects that all Rent Payments will be paid from revenue sources other than ad valorem taxes; (b) no Lease will be a general obligation of Lessee, (c) no Lease will be payable from a pledge of ad valorem taxes, and (d) no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

Except as expressly amended by this Addendum and other modifications signed by Lessor and Lessee, the Master Lease remains unchanged and in full force and effect. This Addendum shall control in the event of any conflict between its terms and conditions and the terms and conditions of the Master Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

| (Lessee) | JPMORGAN CHASE BANK, N.A. (Lessor) | |
|----------|------------------------------------|--|
| Ву: | Ву: | |
| Title: | Title: Authorized Officer | |

With Item #

HIM 1 0 2014



MASTER LEARE-PURCHASE A GREENEN

Dated As of: JUNE 6, 2014

Lessee:

CITY OF HIALEAH

This Master Lease-Purchase Agreement together with a haddenda, siders and actualments of etc., as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and become JPMORGAN CHASH SANK, N.A. ("Lessor") and the lesses identified above ("Lessor").

1. LEASE OF EQUIPMENT. Subject to the terms and conditions of this busiler Lease, Letter agrees to lease to Leasee, and Leasee agrees to lease from Lessor, all Equipment described in each Scholinie signer from hims to the by Lesses and Lessor.

2. CERTAIN DEFINITIONS. All terms defined in the Lease are equally applicable to 1 to the singular and plural form of such terms, (a) "Schedule" rueans each Leane Schedule signed and delivered by Leane and consor, together with all adderda, riders, astachments, certificates and exhibits thereto, as the same may from time to sime be asterious, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incor. crates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means any one Schedule and this Master Lette as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (3) "Lien" means any security inters t, lien, mortgage, piedge, uncumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process to obtain of any the are whatsoever by or of any person.

3. LEASE TERM. The term of the lease of the Equipment described in each Lease ("Lea : Term") commences on the first date eny of such Equipment is accepted by Lessee pursuant to Scotion 5 hereod or on the date specified in the Schedule for such Lease and, unless earlier terminated as expressly provided in the Bease, continues until Lesser's promon and performance in fell of all of Lessee's obligations under the Lease.

4. RENT PAYMENTS.

4.1 For each Lease, Leasee agrees to pay to Leason the rant payments in the arch into and on the times as set forth in the Payment Schedule attached to the Schedule ("Rant Paym Sate"). As portion of each Bort Pay 1 mm is paid as and represents the payment of interest as set forth in the Payment Schedule. Lessen acknowledges that its antigation to pay Rent Payments including interest therein accrues as of the Accrual Data stated in the Sci shule of its Payment Scientials; por ided, that no East Payment is due until Lessee accepts the Equipment under the Lesse or the parties execute an energy appeare. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lassor for self-tother line as Lessor may designate from time to time in writing).

4.2 SECTION INTENTIONALLY LEFT BLANK If Lusson Freenest Metro drymon - Form Los year least than ten (10) days from the due date, Lussee shall pay Lorder on demand as a lare charge five person at (5/4) of one . weekno amount, limited, however, to the marcinum emount allowed by law.

- 4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 1, THE OBLIGATION TO PAY RENT PAYMENTS UNDER BACFILEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL ENENTS AND SHALL NOT BE SUBJECT TO ANY SETOPP, DEPENSE, COUNTERCLAIM, ARATEMENT OR RECCUPATION OR ANY REASON WHATSOBVER.
- 5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.
- 5.1 Lessee shall arrange for the transportation, delivery and instal ation of all a cuipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lesson Losson shall pay all costs related thereto.
- 5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding

Conditions have been satisfied in full, then Lesson will pay or on so to be poid the rows of the Equipment at stated in the Schedule ('Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Pure ass I now the end I read table conditions established by Lessor ("Funding Conditions") have been satisfied, including, without braits tree, the following a) Lasses has aligned and delivered the Schedule and its Payment Schedule; (b) no Event of Deckult shi I save occurred and be to through (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as arrended, and the relied regulations and rulings thereunder (sollectively, the "Code"); (d) no resterial adverse chang: shall have occurred in the figure a condition of Hussia or any Supplier; (a) the Equipment is reasonably satisfactory to Lessor and in free and shear of any Library (twos an lessor's Library (f) all representations of Lessee in the Lease remain true, accurate and complete and (g) besser her received all on the following accuments, which shall be reasonably satisfactory, in form and substance, to the form (1) reader eater in stance-ea itsurance addendum; (2) an opinion of Usessee's counsel; (3) reasonably detailed in viting to Godo (UGC) financing statements; (45) copies of test ations by husback to certain boo certificates for the person(s) who will sign the Lease, (6)) such a recommute and carrient ates under the Lease (including, without limitation, IRS Form 8038G or 8038GC; as Lanston in request; and (49) such other documents and information proviously identified by Lessor or otherwise mass mably recognised by Lesso

Hito-required by the Lousethovice self ne Equipment: (4)-Uniform (hannereial authorizing the Lease and iroumponey ating to the tan-exempt interest payable

6. TERMINATION FOR GOVERNMENTAL NON-CEPROERIACIONS.

5.1 For each Lease, Lessee represents and war anta: that it has early our and and ... Rent Payments required pursuant to such Lease for the mainder of the fiscal year in which currently intends to make Rent Payments for the full bease Term at solutions in the pullbable Payment Schedule if funds are appropriated for the Rent Payments in each succeeding lineal year by its governing body. Without contractually contracting itself to do so. Lessee reasonably believes that moneys in an amount sufficient to make all that Payments can and will lawfully be appropriated therefor, Lessee directs the person in charge of its budget requests to include the Rent Payments payable during each fiscal year in the budget request presented to Lessee's accoming body for such dama year, provided, that Lessee's governing body rotains authority to approve or reject any such budget request, A. Rent Paymonts that he revable out of the general funds of heages or out of other funds legally appropriated therefor, has so agrees that no house will be a meral obligation of Lesses and no Lesses shall constitute a pledge of either the fall faith and crafit of Lesses or the text g power of Linear

adgeted the net essery funds to make all the Lease Term commences, and that it

6.2 If Leane's governing body fails to appropriets sufficient funds a say fixed in the for Real Payments or other payments due under a Lease and if other funds are not legally appropriated for such payments, there "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then (a) these stability in Lessor immediate notice of such Non-Appropriation Event and provide written evidence of something by leasons governing by; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the adjusted Lesse, a dessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Hate without go Haty to Lesses, provided, that Lesses shall pay all Rent Payments and other amounts payable under the affected Lease that which fund - ave been appropriated, provided further, that Lessee shall pay month-to-month ront at the rate set forth in the affected Lianc for our month or part thereof that Lessee falls to return the Equipment order this Section 6.2 "Return D. o" means the last tray of the fisher lear for which appropriations were made for the Rent Payments due under a Lease.

7. LIMITATION OF WARRANTIES, LESSOR MAKES NO WARRANTLY OF REPRESENTATION, EXERESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITE: MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF A THE VALUE, DESIGN, CONDITION, USE, CAPACITY OR FUR. GBILLTY OF ANY OF THE EQUIPMENT, For and during the Lease Term, Leason hereby similars to Leason any manuficturers of Supplied a graduat warrenties, expense or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary so dees furnished in connection with such warranties at Lessee's sole expanse. Lossee agrees that (a) all hapipment will have been Lessue's specifications from Suppliers selected by Lessue, (b) Lessue is no a manifecture liability for the delivery or installation of any Equipmers, (c) I esset assumes the orlige in with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any tappear to tive of said parties is an again of Lesson. and (e) any warranty, representation, guaranty or agreement in de by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

UT LIMITATION, AS TO THE OF THE EQUIPMENT OR AS TO exchased by Lessor in accordance with or dealer of any Equipment and has no

3. TITLE: SECURITY INTEREST.

8.1 Upon Lessee's acceptance of any Equipment under a Loas a title to the Resign and thall yest in Lassee, sub-gorte Lasser's security interest there and all of Lesson's other rights under such Lesson including without initiation, Sections 6, 20 and 2) hereof.

\$2 As collateral security for the Secured Orligonous, (sisce benefit greats a) he for a first priority security movest in any and all of the Equipment (now existing or herealter about end any and all properties than the Leasee agrees to execute and deliver to Lossor all necessary documents to evidence and perfect such accuracy insecret instancing, will not limitation, UCC financing statements and any amendments thereto.

3.3 "Secured Obligations, means Lessue's or lightions to pay a Rei. La rumber i di other accounts due and payable under all present and future heaves and to perform and preserve all coverns is, in some its and in relitions (direct or indirect, absolute or contingent, due or to become due, or existing or harmites existing) of Louise and frequent one future Les no

9. PERSONAL PROPIERTY. All Equipment is and will commit a trace all property and will so the decreed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION. Lessee agrees instell, at its sile exercise (a) pair and main air all Equipment in good condition and working order and supply and install all replacement parts to their reviews with a required to so maintain the Equipment or when required by applicable isw or regulation, which parts or devices soull a terratics use and operate all Equipment in a careful manner in the normal country of its specialisms. designed in accordance with the manufacturer's warranty sequipotential, and followingly to a Equipment. If any Equipment is sustomably covered by a mandements up to read, bass to agreement by a party reasonably satisfactory to Lesson. No maintenance in of an agreeic Lessor. Lessee will not make any afterations, additions in improvement to Clear row among written consent unless the Improvements may be read by removed without correspond to the option, value or existly of such Equipment. but any such Improvements not removed prior to the terminal on of the applicable has a shall automatically become part of the Equipment.

become part of the Equipment; and (b) only for the purposes for which it was all laws and regulations relating to the will furnish Lessor with a maintenance for any Equipment will be provided by o any Equipment without Lessor's prior

11. LOCATION: INSPECTION. Equipment will not be remoted from, or if B. along out in rolling stock its neutranent bene will not he changed from, the Location without Lasson's proof witten conserv with volume to accommon a measurable. Uncon reasonable notice to Lessee, Lassee may enter the Location of classeered through the next floors of inspect the Ecofornent.

12. LIENS, SUBLEASES AND TAXOES.

12.1 Lessee shall keep all Equipment free end there of it. Lie a compet book Lie a proceed under its Lessee, Lissee shall not subjet or lend any Equipment or parent: A to be used by suggered of the share Labelts of Labelts of Labelts.

12.2 Lesson shall pay when due all Taxes which may low or new the to impose lease, rental, sale, purchase, possession or use, upon any Lease or upon any Run. Frym Lease. If Leasee fails to pay such Texes when due, Leasen shall have the right bar not the c any such Taxes, then Lessee shall, upon demand, hamidiately leimbined has a therefore levies, duties, assessments or other governmental one gas that are not based to the not induce of Lesson, whether they are assessed to or payable by Lessee of Lessor, including, without limite on (a) reles, the process of the second receipts, starce and personal property sixes, and (b) interest, penalties on fines on any of the diregoling

upon sny Basipmant or its awnership, s or any other payments duo under any gation, to pay such Taxes. If Lessor pays Taxes" means present and fidure taxes.

13. RISK OF LOSS.

13.1 Lessee hears the entire risk of loss, the?, Jumage or dos ruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shar relieve Leas : from the obligation to make any Reng Payments or to perform any other obligation under a p Loase. Proceeds of day bear - a recovery well be applied to Lassocks obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessec shall improblished notify otherwise directed by Dessor, immediately repair the paras.

ssor of the same and Lesson Hall, unless

13.3 If Lesson determines that any item of Equipment less so fored a Capital value Bessee shall either: (a) immediately replace the Lost Erripment with anothe equipment is free and clear of any Liens (except Lessor's Liens), in which attant such that are then under the applicable lucase, and deliver to Lessor true and contrible copie of its level clor bill of sale covering the implacement equipment; or (b) on earlier of 69 days after the Casus ty Loss of the action self-called R. 'Date"), pay Lessor (i) all amounts owed by Lessee order the applicable litter; including the literat Flayments due on or accurated through such date plus (ii) an amount equal to the Termination Value at of the Rost Pattrent data (or if the Cantalty Loss payment is due between Rent Payment dates, then as of the Rent Payment date preceding the care that the Casualty Loss payment is due; set forth in the Payment Schedule to the applicable Lease. In addition to the entering and a beyoding to the applicable Lease. In addition to the entering to the applicable Lease. In addition to the entering to the entering the entering to the entering the entering

beyond repair ("Lost Equipment"), than ood repair, condition and working order ment shall automatically on Equipment Payment date (the "Loss Fryment Due

Funding Charmofas de lond bolom : engli bushing and a ryaliya if for cases storing in his reference international and each of the Road Flayments which would have been paid #2 such - Crastals - Lans-1 at the contract of the land of the forward into owane if only, which Lesson shall be should be he have sate add a country of add : funded on (b) the date of rate look letter-was signee; if any, and a signe of a increasing would have been paid of such Garanty Lann had not screened evident at the arms of the have entered into on the cinto of payment of the amounts required and one in the a three the Hunding Charge" county the present-value of the difference between (\$ and \$9 asserted) willing as as the sage of payment of their mounts required and too breet on the training it Every. If is a secule-mailting cuch payment with respect to resolven all of the first to protect and reading them has so will get rick Lessue with the pro min amount of the Runt Physicanid Firm antion will be and in the Lissue revised Payment Sahenule. Logone-enders whodges when (b)-thes are in get and four drover propayment the work on the loan by loan tracis at all three wind agrees at the tree Breek Francis . trethod of calculating Aquicated duranges for any probasing manufactors are a branch or mayin-fact occurred or occurred-precisely-un-exted-white-respect to-the Lease and (i) at entered the Break Funding Charge or of any obstruit theresty is trace in about their is a bia distensioning such coresists, shall-bo-conclusion-abanzions is lead as berst acres in

at the interest rese away in the linguisty of (c) the datt the Louse was evisionally m of each of na-Rent-Posts outs which ever-whichel asser-thall-fra-deen ed- a 4the Ran agustera-Swan -- The 3reak erast period-disubunted-is-ermet-present a-mad-nieres - ruta-of-the-Replacement HI-105PH-10-10-16-16-16-16-BOATH HINE BRANCH 38-115-fined-ora-lone-points apoprany Gaerge-is-a-masormble-and-apprepriate the integeling including the nate tions here अभ उन्सार्य-वेदरकात सामकेलाङ-के १- भार नेज्य इक्कार्ज andord process and for so on ordating or

13.4 Lessee shall been the risk of loss for, shall pay directly, and health effect Lee or against any and all claims, Habilities, proocedings, actions, expenses (including reasonable atomogic 333), family as a linear section of including, but not limited to, the possession, ownership, least, use or overship the roll. The cobligations of Leance shall service any expiration or termination of any Lease Lease shall not bear the rish of loss of more use for, any claims, flabilities, proceedings, actions, expenses (including attorney's dees), damages or losses which arise the the top from a ents occurring after any Equipment has been returned by Lesson in accordance with the terms of the app is the Last on which wills directly from the gross negligence or willful nesconduct of Lussor.

ing under or related to any Equipment,

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at a littines loop all Equipment its reading it at all Casualty Losses for an amount not less than the Termination Value of the Equipment. Proceeds of any suctions cares covering it an age or loss of any Equipment shall be payable to Lessor as lander loss payee. (b) Lessee at its sole expanse that it all trace on damage insurance in amounts reasonably satisfactory to Lesson protecting Lemonant Lesson damage to property of others relating in any way to any Equipment. Proceeds of any such a blic datality or property beautioned shall be payable first to Lessor as additional insured to the extent of its liability, and the con Less :

public liability and third party properly from liabilities for injuries to necessare and

14.2 All insurers shall be reasonably actisfectory to Less or. Lessee shall promptly required insurance poverage and all renewals and replacements thereof. Each in action policy will require that the insurer tive Lesson at least 30 days prior written notice of any cancellation of such pelicy and will recurre that of any act, error, misrepresentation, omission or negacot of Lesse). The less in a maintain right of contribution from insurance which may be main" ined by Cassett.

to especially violatistical of leville and the second esor's interest: remain insered regardless by Lessee shall be primary without any

15. NO PREPAYMENT. Lessee shall not be permitted to propert the Bent faynes its or a cother obligation under a Lesse in whole or in part.

16. LESSEE'S REPRESENTATIONS AND WARFANILED. With 16 next to such a tase and its Equipment, Lonce hereby represents and warrants to Lessor that: (a) Lessee has thel power, authority and legal right to execute and daliver the Lease and to perform its obligations under the Lease, and all such serious have been fully out not seed by governing body; (b) the Lease has been duly executed and delivered by Least a at door with the legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (c) the Lesse is cuttorized unrecented to authorization, execution and fellowery of the Lease compiles with, all applicable federal, state and focal lows and requirement ones ing, but not limited to, all open meeting, public bidding and property accuration laws) and all applicable judgment; and cour orders; (d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a treat in violation of net por elitate a defaut under, any agreement, lease or other instrument to which Lessee is a party ('ty v hich Less ett propi 'es may be bound or effected: (6) there is no pending, or to the best of Lessee's mowledge threatened, it getters of day talters which may have a material adverse effect on Lessee's ability to perform its obligations under the hear a, and (in Lessee's ability to perform its obligations under the hear a, and (in Lessee's ability to perform its obligations under the hear a, and (in Lessee's ability to perform its obligations under the hear a, and (in Lessee's ability to perform its obligations under the hear a, and (in Lessee's ability to perform its obligations under the hear a, and (in Lessee's ability to perform its obligations under the hear a, and (in Lessee's ability to perform its obligations under the hear a, and (in Lessee's ability to perform its obligations under the hear a, and (in Lessee's ability to perform its obligations under the hear a, and (in Lessee's ability to perform its obligations under the hear a, and (in Lessee's ability to perform its obligations under the hear a, and (in Lessee's ability to perform its obligations under the hear a, and (in Lessee's ability to perform its obligations under the hear a, and (in Lessee's a hear a) and a performance and a hear a h Section 103 of the Code, and Lessec's obligation under the Lesse constitutes in extensiable obligation issued on behalf of a state or a political subdivision thereof.

propriate findings and actions of Lossec's

17. TAX COVENANTS.

17.1 Lessee hereby covenants and agrees that: (a) Lesset shall couply with all Section 149(e) of the Code, as the same may be amended from time to dime, and about com. I unce shell include, but not be limited to, executing and filling Internal Revenue Form 8038G or 8038GC, at the pare tray its land to requested by Lasson; (1) Lassee shall not do (or cause to is done) my as my with will imuse, to be an 'arbitrage bond" within the meaning of Section (48(a) of the Code on any Loane rearing of Section 141(a) of the Code; and (c) Lesses all not to (or cause to burgoe) a any act allow, the interest portion of any Rent Payments to be or become factuable in the sa income for Federal income togration purposes under the Coda.

the requirements of Section 149(a) and other information statements reasonably by emission of any act allow, any Lesse. be a "private sotivity bond" within the act which will cause, or by omission of

17.2 "Upon the occurrence of an Event of Next Hilly, the interest station of any retroactive to the date of occurrence of the Event of Tas chility, on Lose 20 stall play such receiving the interest portion of the Taxable Rate identified in the Paymen Tellerule. Caxability" means a determination that the interest portion of Rest Payments is bounded it income of the Lessor due to Lessoe's action or failure to take so ion, subming benech of An Event of Taxability shall occur upon the earlies; of (a1) the hoppening of any count who is may cause such Eyent of Taxability, or (2) Lessor's payment to the applicable taxing auditoring of the tax increase realiting first such Event of Taxability, or (3) the adjustment of Lesson's tax return to reflect such Elvant of Taxability, or to the date as a which the interest portion of the Rent Payments is determined by the Internal revenue Service to be it cludeble but he gives income that on the Lesson for federal income that purposes.

it Payment shall be at the Lucable Rais difficual emotion as will required his Lesson or purposes of this section, "Event of ecend income tax gurposes in the gross venents set for h in section 17.1 hereof.

18. ASSIGNMENT.

18.1 Lesses a sall not assign, transfer, piedgo h pothecest, not given any lier or. Equipment or any interest in any Lease or Equipment.

in otherwise diapear of, any licese or any

18.2 Lessor reay assign its rights, title and interest in and to one local for any ? security interest in any Lease and its Equipment, in while or in part, in any party at any . "Assignce") shall have all of the rights of Lessor under the app loable Lengt. Less SHE-HAYY A SSIGNEE ANY CLAIMER ABAPERIES DETONES, CENTER CONFIDENCE RECOURMENT OF THE SIMILAR DEITENSES WHICH LESSEE MAY HER THAT CA DET 4.460 OF ... nless a convise egreed by Lessee in writing, any such assignment transaction shall not rolease Lassor from any of Lasson's obligations and reassignment of any of Lesson's right, title or interest in Chease of its Equipment of any of Lesson's right, title or interest in Chease of its Equipment of any of Lesson's right, title or interest in Chease of its Equipment of any of Lesson's right, title or interest in Chease of its Equipment of any of Lesson's right, title or interest in Chease of its Equipment of any of Lesson's right, title or interest in Chease of its Equipment of any of Lesson's right, title or interest in Chease of its Equipment of any of Lesson's right, title or interest in Chease of its Equipment of any of Lesson's right, title or interest in Chease of its Equipment of its Equipment of any of Lesson's right, title or interest in Chease of its Equipment of Its Equipme seceives a written notice of assignment which discloses the name and editor of each such a segmen, provided, that such notice from Lessor to Lessee of any assignment shall not be so required if heavier assigns a longer to HMORGAN CPLASE & CO. or any of its direct or indirect subsidiaries. Lessee shall keep a complete and accurate world of all the hissignments in the form necessary to nomply with Section 149(a) of the Code and for such purpose, Lessue I seem appoints Los in and registration agent to keep a complete and accurate record of any and all basis in eats a my Lease. Lease agrees to reknowledge in writing any such assignments if so requested

proprient, and/or may grunt or assign a as Any such assignes or lischolder (an REES WITH CHASSENFING A PARTY the applicable Luase. An assignment or (or Lesson's designee) as the book entry

18.3 Each Assignee of a Lease hereby agrees a att (a) the term Secured Coligation as used in Section 8.3 here of is hereby amended to include and apply to all obligations of Lesson under the Analysis of Louise and a exclude the obligations of Lesson under any Non-Assigned Leases; (b) said Assignee shall have no Leason, not any cain to, a lang interest of any kind it, any Non-Assigned Lease or any Equipment covered by any Nor-Assigned Lesso, and R. Assign a shall exercise its rights, tenefits and ramedies as the assignme of Lessor (including, without Emitatic 1, the remains under Section 20 of the Master Lease) mich with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have the assigned to a single Assigned presumnt to a written agreement, and "Non-Assigned Leases" mee is all Leises e relied; gitter Archien — Leases,

18.4 Subject to the foregoing, each Least prints to the bene it of and a thinding from the heirs, executors, administrators, successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT. For each Lease, "Event of Cofan t' me has the or a tremes." as they may relate to such Lease: (a) Lessee fails to make any Runt Paymon: (at any other a syment) as it becomes due in accordance with the terms of the Lease, and any such fallure continues for ter (10) day after the due to thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 13.5 hereof; (c) lessess fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lesso and such failure is not cured within thirty (19) days after receipt of written notice thereof by Lesson; (d) any stablingur, representation of wairen; made by Lessee in the Lesse or in any writing delivered by Lassee pursuant thereto or in course tion the ceviti, proves at any time of have been false, misleading or erroneous in any material respect as of the time when made; (c. Lessee toples for or sensents a the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its a sets of a liet from fire ellef is filed by Lessee under any dederal or state bankruptcy, haplyency or similar law, or a position in a propeeding under any interal or state capturator, insolvency or

any the or more of the following events.

similar law is filed ago not Dessee and is not dismissed within a type (C) the set reader; in file Dessee and be in details under any other Lease or under any other financing agreement even ted at any time with Lessit.

20. REMODDIES. If any Event of Default occurs then Lather may, at h. 65 to 4, at a class at the er more of the fallowing remedies

- (a) Lessor may require Lesses to bay (and Lessa) agrees that i scall key) a, almost then currently due under all Lesses and all remaining Rent Payments due under all Leases during the food year in with a when interest on such amounts at the rate of twoive percent (12%) per arms at (21 no. 21 notes; he helphant rate normittee by applicable Isw) from the date of I asser's demand for such payment;
- Event of Default occurs regether with
- (b) Lessor may require Lessue to promptly return all Equipment in let me on any a like Lessos to Lossor in the manner set forth in Section 21 (and Lesses agrees that it shall so niturn the Equi men], in it ester t where any Equipment is located and repossess any Equipment without depart documents. law and without liability for any damage occasioned by such reportession;
 - ; at its option, enter upor the premises. abut any court order or other process of
- (3) Lassor may sell, lease or otherwise dispered far y E. ripro-nice that for may more public or private transactions, and if Lesson so his ones of any Equipment, that Les ... disposition free of any claims of Lessee, provided, that if the net property of the first coplicable Termination Value of all the Schedules plus the amounts pays his by hisseed that clause (a) above of this Section and under clause (f) below of this Section, then such excess alread shall be confirmed by Lesson
 - the Leases, in whole or in put, in one or shall retain the entire promieds of such tion of all the Equipment exceeds was
 - (d) Lesson may terminate cancel or respinding the assess to any and all Emiliphism
- (e) Lessor may exercise any other night, succeed or privilege which may be real to a besser under applicable law or, by appropriate court action at law or in equity, Less manager aforce any officers of Agations - decemp Lease; and/or
- (f) Lasson may require Lesses to pay foot the sequentified it still about a lour. Procket costs and expenses induced by Lessor as a result (directly or indirectly) of the Event of Default ancies of Lengt's action under this socious includes edings without Hinitution, any estame a fixed and explained and any excelsive feet bearing, and a sping, storage augusty securities and any excelsion in the contract of the disposition of any Equipment.

Mone of the above remedies is enoughly, but each at a mulative and in act it on an any exercise of one or more remedies shall not preclude its exercise of a yeat at reacidy. No helpy or fathere on the part of Lesson to exercise any remedy under any Lease shall operate as a maiver tieseof income an organism more in any default, nor shall any single or partial exercise of any semedy preplaces any other exact to thereof or the exercise of any off-

ter ramedy available to Lesson Losson's

21. RETURN OF EQUIPMENT, if Lessor is antified order the provence of a yellower, a duding may termination for rof persuant to Sections 6 or 20 of this Master Lease, to obtain cost assion of any Unique notice of all Letters is obligated at any time to return any Equipment, then (a) title to the Equipment shall was in Lesson immediated upon Lesson totice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble pack, o.z.s, insure a diretum the Economient to Lasson (all in accordance with applicable industry standards) at any location is the suntiment. In such a selected by Lesson, Such Equipment shall be in the same condition as when received by tas te (reatinable weat traiting doptional resulting from normal and proper use excepted), shall be in good operating order and me atonome as required; by it o app 9 is the Loase, shall be free and open of any Liens (except Lassor's Lien) and shall comply with all applicable lows and requisitions. Until Equipment is externed as required above, all terms of the applicable Lease shall remain in full for a and effect including which the extent on, obligations to pay Rem Payments and to insure the Equipment, Lessee agrees to execute at 1 deliver to be seen and deliver to be seen as to evidence the transfer of legal and beneficial title to such Equip tent to 14330, not to exist me to termination of Lessee's interest in such Equipment.

- 22. LAW GOVERNING, Each Lease shall be governed by the liver of the autombers List made boated (the "State").
- 23. NOTICES. Any notices and demands under or role of to the open ment shall so by we and delivered to the interior playing an as address stated here a (if to Leeson 1011 Polaris Field ray Suite 3A - D) - CO. Columnas, Ohic 43240-2050, to the attention of the GNPH Operations Manager). Notice shall be deemed sufficiently given or made (a) and a receipt if delivered by hear, (b) on the Delivery Day after the day of deposit with a nationally recognized churic service, (c) at the third Delivery Day after the day of deposit to the United States mail, sent certified, postage prepaid with returnine or principle of d, and (d) only if to Lessee, in the third Delivery Day after the notice is deposited in the United State: mail, per age peopled. I alivery Day" means a day (ther than a Saturday, a Sunday, or any other day on which national hanking association are supports to be closed. Any party may change its address for the purposes of the neceipt of nonces and domain to by giving notice of suit change in the manner provided in this provision.

- 24. FINANCIAL INFORMATION. Lessee agrees to formish to come and to middle fire and statements of Cessee with a 18t days of the end of each fiscal year of Lessee. Additionally, bescee a gaps to provide addition I information as reasonably requested by
- 25, SECTION HEADINGS. All section headings contened herein or in sur- So a lam and an convenience of reference trily and to not define or limit the roope of any provision of any 1.2820.
- 25, EXECUTION IN COUNTERPARTS, Bach Schedule to this Muster, such they be a recured in several counterparts, each of which shall be deemed an original, but all of which shall be focused one in the rice in Fino. The one country at of each telecule to executed by Lessee and Lessor, then only one may be marked "I apport Original" by Lesson A security in mark in any Scanedule may he created through transfer and possession only of: it as all onights of sall is also like it is only one original; or the counterpart marked "Lesson's Original" of there are multiple counterputs of as a Sel adule.
- 27. ENTIRE AGRESMENT; WRITTEN AMENDMENTS Fact Latte, together year the exhibite, schedules and addenda extached thereto and me de a part hereof and other attach lience thereto a constitute the profession and me de a part hereof and other attach lience thereto a constitute the profession and me de a part hereof and other attach lience to constitute the profession and me de a part hereof and other attach lience to constitute the profession and me de a part hereof and other attach lience to constitute the profession and me de a part hereof and other attach lience to constitute the profession and me de a part hereof and other attach lience to constitute the profession and the part hereof and other attach lience to constitute the profession at the profession at the part hereof and other attach lience to constitute the profession at the part hereof and other attach lience to constitute the part hereof and other attach lience to constitute the part hereof at the p to the lease of the Equipment covered thereby, and such Lease held not be not find, and had, altered, or changed accept with the written consent of Lessue and Lessor. Any provision of any lieute doubt to be provided. I law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease
- 48. WALVER OF ENMINETE A Legice harmby cases subsent a few out; 1 8 for any a county finehalling reversign amount similar immunity) and new dofous a board discountion, say on a section of the section of the comment of the control of the con earning the control of the transfer of the control in one forum with respect to this Wester Lease, any Lease and recommendation in a recommendation of the release and discovery before respectively. and be entitled to all mediable lend and equitable received excellence to the entitled to all linear linear linear end bear and injunctive and declaratery relief.

HURY WALVER: ALL FARTIES TO THES MASSEE LESSE WATCH ALL HE ITS TO TRIBLE BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAID, BROUGED BY ANY PARTY AGIL NET ANY OF HER PARTY ON ANY MATTER WHATSORVER ARISING OUT OR, IN CONNECTION VALUE OR IT ANY WAY RELATED TO THIS MASTER LEASE AND ANY LEASE.

| <u>CITY OF HIALEAF</u> (Lessee) | · Prittragas SEA (Usas) | EANK.PLA. |
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| :Sy: | ily" | |
| Title: | The cabinasi Of | · 'F |



MASTER LEASE-PURCHASE ATTENDED (For Lotal Townsons Laster of Forida)

Dated: JUNE 6, 2011

Master Leave-Purchase Agreement Outer JUNE 6, 2014

Lesses: CITY OF HIGLEAH

Reference is made to the above Master Lease-Fluchtes (greems of ["Nuister Leas of by an increase affilial RGAN CHASE BANK). M.A. ("Lessor") and the above lessee ("Lessee"). The Addendum arms do not into its the areas and conditions of the Master Lesse. and is hereby made a part of the Master Lease. Unless of terrelsed 4stined according to pital a terms defined in the Master Lease, shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable admiredulence to induce the incoming of I sen, Lesson a difference because and amend the Master Lower as follows:

The antire Section 3 of the Master Loanse is amonitied and text test at their ver

3. TERM.

(a) The term of the lease of the Equipment described in such Lease ("Lease Buch" Equipment is accepted by Lessee pursuant to South a 5 horsest and, unless ear fer terr continues until Lessee's payment and performance in this of all o "Lesse's chiligation consist of an Original Term and, if renewed as state, below, such non-board Sensival 1 Leads to the data that the last Roma Payment stated in the Payment of edice to the La-

paumences or the first diagraph of such ated as expressly provided in the bease, under the Lesno. Hach Lenso Term shell. rms as shall eatend the Lette Tean of a is due and payable,

(b) The Original Term of each Lease will compare to on the first date any or the Eq. Section 5 hereof and shall extend to the last day of the fishall four of them to be which more commencement care occur. Lessee has the option to renow the Lease Term of each Lease and each I snew at Juria of a Lease . Losnoc's fiscal year and shall commence on the fire day for saving the act may if the Term, as the case may be; provided, that the last acheduled Renarcal Firm, the case may be necessary to extend the Lesse Term of the Asase to the date that the latt Regidue and payable.

ment is appeared by Lessee pursuant to all be twaive marths, shall atmosphed to briginal Term or the preceding Renewal built be such leaser number of months as Fine it stated in the Payment Cohecute is

(c) The Original Term of each Lease shall term no son the link cap stone again year Term and each Renewal Term shall terminate on the last day of the first year of Leasprovided, that the Original Term and each Renewal Berm of each Berm of each of the successfying Renewal Term, but only if a Renewal Act is taken by Lessee. "Renewal Act" means the affilm at 10 act on 1 assec whereby Lessee gives notice of its intent to renew the affected Lease for the applicable Renewal Term; provided that, if the the governing body of Lessee whereby funds are appropriated to pay Read 3 amonds for a Louge dusting due and payable has such succeeding Reneval Term shall be deemed such an iffirmation act of Lines.

"Lessee that a rresponds to he O igical. that corresponds to said Stone wat Terms. mitted by applicable State law, the act of

2. The entire Section 6 of the Master Louise is amortist and rest neglection in the

6. TERMINATION FOR NON-RENEWAL.

6.1 For each Lease, Lessee represents and warrent, that it was appear at it and bud a cd the necessary funds to make al. Rang Payments required pursuant to such Lease for the remainder of the fiscal year in which the Original Term commences; and that it currently intends to make Rent Payments for the full Least Term as 10 embled in the contractually committing itself to do so, Lesses masonaby believes that a oneys Payments can and will lawfully be appropriated and made available for all that Payments and Rent Payments and be payable out of the general funds of Lessee or out of other finds legally available for such put it to I osser agrees that no Lesse will be a

applicable Payment Schedule, Without an amount sufficient to make all Rent general obligation of Lassee and that no Lease shall consider any pedge of scheduler and in faith and credit of Lassee of the saxing power of Lasses.

6.2 If Lessae fails to renew a Leas: form of a Lease as provided discretificate (Nexoccurred. If a Non-sene wat Event becaus, them (2) It is see the lighter the seconds. the Beturn Date, Lessee shall return to Lesser all, by not less than all, of the Expired to exerce by the affected Lesse, at Lessee's sole expense, in accordance with Section 2. heroof provided that if the said title to the pay to Lessor the full amount under Section 15 lend if as if I hade value to entered (c) the affected Lause shall terminate on the Ratura Date will not be one by a Lausse Payments and other amounts payable under the efficience Lague for air an firsts shall legally available, provided further, that Lessee shall pay must be to mar is test there r month or part thereof that Lessee fails to return the Equipm on under this Sichota 64 fiscal year for which appropriations were made for the Rant Figure 63 d. ... under a lieur

enewal Event, shall be decired to have ice of such Nin-Renewal Event blion sturn the Equipment, then hassee shell its purchase antion for Equipment, and rovided, that besses shall pay all Rent ave been appropriated or are otherwise. set forth in the inflected Laten for each Return Date" means the last day of the

3. The entire Section is of the Master Lesse is among ad and rest todia. doi: 1005.

8. TIPLE; UCC FILINGS.

8.1 Upon Lessee's acceptance of any Equipment under a Liese, title to the Edulpmen small vest in lessere, subject to Lesson's rights under such hease including, without limitation. Sections 6, 2 and; (1 has soil

3.2 Lessor shall not have a security interest in any of the Equipment and of the Uniform formmercial Code of the State of Florien. "buls in order to give notice to other of Lesconts of his same after the control of the last of Lescons agreement mediate and after to Linser UGG financing statements rulating to the Equipmes and any a consideration of

4. The entire Section 20 of the Master Large is surerided and received a foreign

20. REMEDIES. If any Event of Default occurs, from Loser may, it is profile, earlier any one are more of the following comedies:

(a) Lessor may require Lessee to pay, and Lessee a nees that it shill pay (1) at a rouall remaining Rent Payments due under all Lindes during its fiscal year is effect v interest on the foregoing amounts at the highest levels, rate from the date of Laragor's de-

then currently due under all Leases, (3) n the Event of Default occurs, and (3) and for such premient:

(b) upon Lessor's request, Lessee will promptly reason all I quipram to Lesson in the that if Lessoc fails to so return any Equipment, Lesson is even six a remady remainded as such a proceeding for a writ of mandamus or other equivalue night for specific performant of Lessec's agreement to so return the Equipment to Lassor and Lassor acknowledges that such terrady is subject to all applie the equitable defenses of Lasson;

samer set forth in Section 2 ., provided. are a right to commence in aquitable.

(c) if Lessee returns any Equipment to Lessor under clause (t) above, trouble assering a site use communically remarable afforts under then current circumstances to sell, lease or otherwise respose of such Equipment. or private transactions, and if Lessor so disposes a larry sum Ecolomicated for Less disposition free of any claims of Lessue up to, be not exceeding a manual than Termination Value due under all Leases when the Freent of I efault occours after the ex-

a vehole or in teart, in one or more public. shall remain the uncers proposeds of such arrently and pricar all Lagues, plus the ses get forth . clauses (e) of this Spotion

(d) subject to the provisions of the Leases that restrict Learn's right a new to rapes to or foreclass on the Equipment, Learner may exercise any other right, remedy or privilege vench may be a said the to I estor the any of Lessen's obligations under any Lease by appropriate court actions. Have a in equ

er applicable law or Lesson reay enforce. ; and/or

(e) Lessor may require Lesses to pay (and Lesse: agrees that i about pay) the out repocket costs and expenses incurred by Lesson as a result (directly or indirectly) of the Event of Evenal and or of Lesson's attors under this Section 50, including, without limitation, any attorney fees and expenses and earl costs related to the reconditioning or disposition of any Equipment.

basession, safekeeping, apprage, repair,

Nona of the above remedies is exclusive, but each is current two and intention and their remedy legally available to Lesson. Lesson's exercise of one or more remedies that for greatful its exercise of any other a nody. No delay or failure or the part of Lessor to exercise any remedy under any Lease she is operations a suiver thereof, nor it an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise here in the introduce of any other remedy.

- 5. Nothing in the Master Lease or any Schedule shall be interpreted or construed as graining Lesson a security interest no or other lies or encumbrance on any Equipment. Notwensteading anything to the contrary in the Master Lease or any Schedule, Lesson waives and releases any right that it may have at less (including, without Emitation, a car Acticle 9 of the Uniform Commercial Code) to repossess or foreclose on any Equipment.
- 6. Lessor acknowledges that (a) Lessoe expects then rel Rent leasurements will be paid fire; revenue sources other than ad valorem taxes; (b) no Lease will be a general obligation of Lessee, (c) reclease will be anyable from a pleage of ad valorem taxes, and (d) no Lease shall constitute a pleage of either the full firth and world of Lessee of the taxifip power of Lessee.

Except as expressly amended by this Addendum and other modifications rigned by Les and Lessee, the Master Lease remains unchanged and in full force and effect. This Addendum shall control in the stant of any oc int between its terms and conditions and the terms and conditions of the Master Lease.

IN WITNESS WHEREOF, the parties harde have expected this ridden from its cfift; date fire referenced above.

| (TTY OF HIALEAH (Lessee) | TEMERICALICHA (Lesati) | BANKINA |
|-----------------------------|------------------------|--|
| <u>В</u> у: | 1351 | rather date in backets trees. Principle 1-11 (may et fleight de fleighten de Princip accumulation : abstract princip |
| Title: | Fitter authorized Of : | 1 |